

Office Actions were issued together. At times it appears to applicant that the comments in one Action were actually more relevant to the other, or also relevant to the other. Applicant has attempted herein to make adjustments, upon this assumption, and thereby to fully respond accordingly. Applicant likewise worked on both Responses together.

#### Section 112 Rejections

Applicant has amended claims to comply with the Section 112 rejections. In regard to claims 25 and 28, claim 25 properly depends from claim 1. Claim 28 is a duplication and is cancelled. These amendments have been made to the claims. Basis for new claims 29 and 30 can be found in paragraphs 0007.

#### Preliminary Matters

Clarification – re What is Admitted as Known in the Specification Re matters recited by the Examiner as admittedly known, referring specifically to the specification page 2 and Figure 1A, applicant points out that paragraphs 0006 of the specification, recites: “[t]he person would then typically manually request a traffic and billing system (or some equivalent) to download a scheduled type time/site report for or including that client.” By this comment the inventor had intended that “download,” meant “printing.” The referenced “report” was not known to have been “electronically accessible.” It was only known to have been available as a printable report. The printed report was manually edited for a client. The specification discusses this prior art in paragraphs 0006 and 0066.

The Person of Ordinary Skill. Applicant submits that a person of ordinary skill in the pertinent art may be paradigmatically represented by an “operations and traffic manager” for a broadcast media (such as Time Warner.) This media generates revenue by selling advertising contracts. See specification paragraphs 0003 and 0004 for a discussion of the nature of broadcast media advertising contracts. The nature of such contracts is relevant.

The job of “operations and traffic manager” is a management position. The person that fills that job typically rises through the management or staff side of the business.

An operations and traffic manager oversees the compiling, scheduling and playback of commercial “insertion” (ads) on various media such as cable networks. That person would have knowledge of the nature of advertising contracts sold to clients (advertisers) and responsibility to see that the contracted-for ads are properly inserted. The operation manager would know

that a traffic and billing software program is purchased or licensed by a broadcaster and that such program schedules each period's (typically day's) ads shortly before play time by filling the slots available in accordance with the relative priority assigned to existing advertising contracts. This traffic and billing system software transmits a Schedule Log (or the like) to inserter hardware a few hours prior to the beginning of each new period for real time implementation.

The operations manager may know that it is possible to print reports from some traffic and billing software systems for in-house use. Those reports might include a "scheduled advertiser report." Such a report, to the extent it existed, would be designed for in-house use. It typically would contain in-house information, such as the inserter's valuation of a slot (e.g. worth \$2000) and/or the relative priority that an inserter may assign to a client based on its contract (e.g. priority 3,) which information is not intended to be transmitted to a client. An operations manager may know that an in-house sales assistant may have been assigned the job to fax a manually prepared and edited scheduled advertising report to some advertiser clients who specifically requested it. See specification paragraphs 0006 and 0066.

The person of ordinary skill in the art would not know how to "electronically access" any traffic and billing system report or record or Schedule Log, and in particular would not know how to do so in the relevant time windows of the instant invention, or even whether such reports, records or Logs were "electronically accessible" at all. That person would not know the extent to which such records could be electronically copied and/or deciphered. That person would not know the extent to which different traffic and billing system software used standardized formats. That person would not know whether accessing, copying and/or deciphering a traffic and billing record could be done safely, i.e. without interfering with real time control, during the time window relevant for transmitting a client-oriented scheduled advertising report, which includes the time period just prior to the exercise of real time control by the inserter hardware. That person would be skeptical, in fact, of interfering with communications between a traffic and billing system software and inserter equipment during the crucial periods of real time communication and control between the inserter equipment and the software output.

The Invention. The instant invention has several aspects. A first inventive aspect is simply seeing, visualizing and realizing the synergistic value to an inserter (as opposed to an

advertising client) of an automated (and thus mass distributable) scheduled advertising report, timely distributable to advertisers. A second inventive aspect is establishing through experimentation and testing, and that such an automated report was possible to produce, and that it could be safely produced and distributed, including in the relevant time windows available. (Time and money constraints prohibited attempts to mass distribute manually produced reports in such time windows.)

In regard to the first inventive aspect, not only is there value to an advertising client: (1) of being able to check, including in real time and/or just afterwards, what they are getting for what they are paying; and (2) of being able to determine how effective their contract is by directly experiencing their ad in its assigned time slot; but there is a further synergistic value to an inserter: (3) of inciting advertisers to heightened competition in upgrading contracts in order to secure for themselves higher priority for their ads, and thus better slots.

As discussed in the specification, the inherent nature of current media advertising contracts for a significant percent of the time slots available can be viewed as a “blind auction” for the ad space. Many times the prime slots go to the advertiser with the highest priority established by its contract rather than to any advertiser that paid outright to buy the specific time slot. If the advertiser is given an immediate appreciation of exactly what his/her contract is yielding vis-à-vis the competition, an inserter can encourage the advertiser to bid for higher priority, thus creating more of a “live” auction for the ad slots. As a result, the same time slots can be sold by the inserter for higher value! Thus, adequately encouraging an advertising client to immediately experience the effectiveness of a selected advertising contract in securing prime slots lays the groundwork for encouraging him/her to upgrade their contract. This synergistic value to an inserter of automated, mass distributable reports has not been taught or suggested or appreciated before. Without automated reports, mass distribution would not be significantly possible, and the auction could not be shifted toward more of a “live” basis.

A second aspect of the invention was the discovery, by trial and error and long experimentation and testing, that such an automated, client-oriented scheduled advertising report was in fact feasible, safe and reliable, including producing such reports during the time window available just prior to real-time control. Given the above discussed motivation, it took trial and error and extended testing to show the problem solvable, or that a solution was safely

producible. An initial issue was to locate a record from a traffic and billing system software and/or an inserter software, including during an available time window prior to control, a record that could be safely accessed, copied and interpreted. It could not be reasonably expected, without testing, that a report program could safely interfere in the real time communications between traffic and billing system software and inserter system hardware. In fact, many were skeptical. Some appeared to have tried and failed.

A further issue was whether a report generating program could operate with different traffic and billing systems, for versatility.

Discovering solutions to the above problems led to two further aspects of the invention: the value of automating (1) an "inserter omission" output prior to broadcast and (2) an "inserter" effectiveness" output, including sending the latter to the client. Neither had been taught or suggested before.

#### Matters of Law

Rogers Comprises Non-Analogous Art Rogers is one of a series of IBM patents relating to improvements in World Wide Web server/browser intercommunication. Rogers lies in the field of more efficient browsing of the World Wide Web. Applicant traverses the Examiner's position that Rogers comprises analogous art. Rogers' "Method for Filling Requests of a Web Browser" is not the same field as applicant's "Method for Enhancing Broadcast Media Advertising," as that field is disclosed in the second paragraph of page 1 of the instant Written Description.

"The invention relates to methods and apparatus for enhancing the value of media advertising and for review of the advertising, and more particularly to methods and apparatus for advising advertising clients about the scheduling of their ads prior to broadcast; for facilitating the review of ad schedules by account representatives; for checking for errors or omissions in a traffic and billing system or the like, such as inadvertent media deletion; and for assessing the accuracy of media insertion technique and/or for assessing advertising exposure as a result of a broadcast media insertion of ads based on a Schedule Log/Inserter Log or the like."

Use of web server/browser improvements and/or utilizing existing equipment advantageously for

web server data access is not within the scope of the instant art and is not within the instant inventor's field of endeavor.

Rogers is not reasonably pertinent to the particular problems with which the inventor was involved, as those problems are discussed above.

(As a case in point, the Examiner quotes Rogers' Abstract. Applicant submits that one of ordinary skill in the art of the instant invention, as discussed above, would not even understand Rogers' Abstract. See the above discussion of one of ordinary skill in the instant art.)

The Examiner cites Rogers for disclosing "electronically grabbing information from multiple sources." This broad statement comprises a significant over-simplification of what is claimed in the instant invention. Rogers does not teach how to reach into and retrieve data from any system whatsoever. Rogers' sources are sources for which the browser in question is concomitantly structured to "browse." More particularly, Rogers' does not teach or disclose means for, or the possibility of, "electronically grabbing records" from traffic and billing system software, a system whose output is designed to be used for the real-time control of broadcast media insertion equipment. It is far from clear that, or how, such output would be available to be "electronically accessed" in the relevant time windows. There was no evidence that Rogers discloses any technology that would have been known to be capable of performing the instant automated steps.

In re Venner does not Support a per se Rule on "Automation" In *Ex parte Richard Brouillet*, April 12, 2001, 2001 WL 1339914, the Examiner had relied on *In re Venner* to argue, "[i]t has been held that broadly providing mechanical or automatic means to replace manual activity which has accomplished the same result involved only routine skill in the art." The Board reversed. The Board pointed out that the Federal Circuit held in *In Re Ochiai*, (Fed Cir 1995) "relying on per se rules of obviousness is legally incorrect and must cease." The Board noted in *Brouillet* that the "holding" in *Venner* stood not because of any per se rule, as asserted by the Examiner in *Brouillet*, but because the Examiner in *Venner* had in fact provided references which disclosed all limitations.

Re Ex parte Pfeiffer In regard to the Examiner's reliance on *Ex parte Pfeiffer* 135 USPQ 31 (BdPatApp&Int 1961) for the proposition that:

“To be entitled to such weight in method claims, the recited structural limitations therein must affect the method in a manipulative sense and not amount to the mere claiming of a use for particular structure.”

Applicant traverses, as a matter of law. Applicant submits that any such apparent holding of *Ex parte Pfeiffer* has been effectively overruled by the Federal Circuit *In re Ochiai*. In reversing in *Ochiai*, the Federal Circuit held that the Board erred where it failed to consider the differences between the claimed invention with all of its limitations and the prior art references. The argument that process claims are unobvious when they include unobvious product limitations was validated by the Federal Circuit in *In re Ochiai*. The holding in *In re Ochiai* was that all claimed product limitations in process claims must be given patentable weight and cannot be disregarded. See 71 F.3d at 1569. The rationale of *In re Ochiai* that all claimed process limitations have to be given patentable weight has been followed in *In re Brouwer*. According to the Official Gazette, the Federal Circuit’s contribution to the existing body of case law in *In re Ochiai* is a requirement that all product limitations in process claims should be given patentable weight during obviousness determinations. 1184 Official Gazette Patent Office 86, March 26, 1996. Section 2116.01 of the 1996 addition of the MPEP restates the Official Gazette notice that all claim limitations must be considered in a process or method claim. (Section 2117 of the 1995 MPEP addition, issued prior to *In re Ochiai*, was deleted in the 1996 version. Section 2117 directed that structural elements recited in the claim must manipulatively distinguish the claim from prior art to have patentable weight.)

#### Section 103(a).Rejections

Applicant respectfully traverses the claim rejections under § 103 for the reasons discussed below. Reconsideration and further examination is respectfully requested.

#### As to claims 1-28 Rejected as Obvious over Admitted Art in View of Rogers

The independent claims are claims 1, 7, 13 and 21.

As discussed above, it was not admitted as known in the specification page 2 or Figure 1A to “electronically access” (as per claims 1, 7, and 13 and 21) records of a traffic and billing system or inserter system. It was only admitted that it was known that some traffic and billing

systems could “download,” i.e. “print,” certain reports. Creation and transmission of the prior art report required “significant human intervention.” “See paragraphs 0018 and 0006.

Applicant submits that it was not known at the time of the invention was made by one of ordinary skill in the pertinent art (1) that “electronically accessing” a record of a traffic and billing system, or an inserter system, was even possible or, were it possible, (2) that there was any appreciation of a strong motive for an inserter to do so, provided by a synergistic value of such electronic accessing to the inserter. (See above discussions.) Rogers (ignoring his lack of relevance to the field and problem) does not supply either deficiency.

Applicant traverses, as a matter of law, the Examiner’s assertion of the existence of a “per se rule,” relying on *In re Venner*, that providing an automatic means to replace a manual activity is insufficient to distinguish over the prior art (relying on *In re Venner*.) See above discussion of In re Venner. And to the contrary of the Examiner’s assertion regarding automation “giv[ing] you just what you would expect,” there is a synergistic result from the instant automation, creating results greater than what was possible with manual production. Automating the process and mass distribution creates a new benefit for an inserter, more than just a convenience for a client. See above discussion. The claimed invention produces an enhanced result, made possible an enhanced result, not just a faster result.

Applicant traverses the Examiner’s position that “[t]he end result is the same as compared to the manual method.” An automated product enables mass distribution, which can have a serendipitous result and synergistic effect. E.g., it can incite competition to upgrade advertiser contracts. It can benefit an inserter, not just convenience an advertiser. See above discussion.

It has been held that the discovery of a problem needing solution can be a basis for non-obviousness, even were the solution to the problem obvious. Automatic distribution of the report leads to a new result, it meets a new and different need. Selling upgraded contracts for the same advertising slots can enhance the inserter’s revenue. Recognizing a need for inciting greater competition for the same broadcast media advertising slots, and solving the need, is a new, useful and non-obvious contribution.

As discussed above, Rogers does not comprise analogous art. Rogers is not in the field of applicant’s invention. Rogers is not reasonably pertinent to the particular problems with

which the invention is involved. The instant invention is involved with electronically accessing records of traffic and billing system software, and/or inserter software, as well as motivation to automate client-oriented scheduled advertiser reports. Rogers did not deal with these issues or address these problems. Rogers does not contain teachings or suggestions in regard to these problems or needs and/or their solution. Rogers contains no teachings relating to traffic and billing system software and/or inserter. Rogers taught or suggested nothing about motivation to create an automated client-oriented as-ran advertiser report, including such report enhanced with indicia of inserter efficiency and actual ad expense.

Thus, Applicant traverses the assertion that it would have been obvious (to person of ordinary skill in the pertinent art at the time of the invention) that one could automate, or how to automate, prior manual steps. To a person of ordinary skill in the pertinent art, it was not obvious that automation was possible. Automation had to be proven by careful trial and error, experimentation and testing. See above discussion of the person of ordinary skill in the pertinent art.

In regard to claim 2, applicant traverses the assertion that the system being called a Traffic and Billing System is not to be given weight because the nature of the system does not impact the methods step. Applicant submits that it is clear that the nature of the system to be electronically accessed clearly effects the method step, as would be appreciated by one of ordinary skill in the art. E.g. "electronically accessing" ones own firm's accounting system database and/or another attorney's records is far from easy, clear, doable or obvious. As discussed above, applicant traverses that *Ex parte Pfeiffer* adequately legally supports the Examiner's assertion that structural limitation in a method claim must effect a method in a manipulative sense as opposed to claiming the use of a particular structure. See applicant's above discussion of *Ex parte Pfeiffer*.

Likewise, in regard to claim 6, applicant submits that the recipient, an account manager for the client, should be given patentable weight, as the recipient affects the results of the system. Thus, applicant traverses the Examiner's assertion that, as to claim 6, "an account manager for the client" is not to be given patentable weight. An account manager for the client is an in-house party in regard to the broadcast media inserter. Transmitting report information to the account manager for the client is transmitting report information in-house. The account



manager is the person who can encourage active response from a client to upgrade a contract based on the experience of the result of the client's present contract. *Ex parte Pfeiffer* aside, applicant submits that the Federal Circuit in *In re Ochiai* as held that all structural limitations in processed claims must be given effect. See above discussion.

In regard to claims 7-16, applicant submits that it was not known to electronically compare inserter verified file data with schedule log data. It was not known to automatically output an indicia of an inserter omission prior to broadcast. Neither has been admitted as known. Broadcast schedule logs existed to be accessed by inserter hardware. It was not known to electronically compare inserter data with schedule log data prior to broadcast. The Examiner points to no explicit or implicit admission that such was known. It was not known to automatically output an indicia of inserter omission, either. Further, the person of ordinary skill in the art would not know how to electronically access a verified file returned for billing purpose from a local area network to a traffic and billing system software. The person of ordinary skill in the art would not know whether such verified file was even electronically accessible.

In summation, applicant respectfully traverses the assertion that Rogers teaches automation in the context of the prior recited manual processes. Rogers teaches neither motivation for nor technology for such automation. Applicant respectfully traverses that electronically accessing a schedule log and/or electronically accessing a verified file were either explicitly or implicitly admitted to be known. Applicant respectfully submits that the system being called a traffic and billing system and/or an instant system is to be given patentable weight. The name of identifies the system. Those of ordinary skill in the pertinent art would so understand. The nature of the system clearly affects the problem to be solved. By analogy, the nature of the problem to be solved in real time optimization of a lawn mower engine, on the one hand, and a spacecraft launch engine, on the other hand, is clearly a factor of the specification of the engine, as would be known by those skilled in the art.

Regarding claims 21-27, applicant further submits that adding a Nielson rating to the report enhances the value of the invention. Given the inventive insight into the usefulness of an automated report in moving an essentially blind auction for advertising slots toward a live auction for advertising slots, adding Nielson ratings enhances the force. Further aspects of the

invention include automating an "as run" report and adding to it Neilson rating results, which have not been taught or suggested before.

### Secondary Evidence of Non-obviousness

#### Evidence of Commercial Success

A prototype of the program was beta tested at the inventor's employer from roughly 1996 through 2000. Good reports were eventually produced for a test group, reliable and timely. Advertising clients involved in the testing came to expect the service, even demand the service. (The clients were enjoying receiving times automatically since sometimes an assistant was so busy that he/she forgot to send times manually to clients. Sales personnel involved in the test were able to honor requests for the reports from all clients. E.g. in the past a secretary at Time Warner had adopted a procedure of limiting reports to a maximum of 10 advertisers, given the time and effort the manual reports required.)

As evidence of commercial success, upon instituting the beta testing of the automated prototype, advertising clients involved in the testing came to expect their reports on a regular basis. Some of these advertising clients attempted to put the transmission of the reports into their contract with Time Warner. A technical school became dependent upon the reports to the extent that they scheduled phone banks according to when their spots were scheduled to air.

After the program began to be offered commercially in 2001, the number of advertisers receiving their times per day has risen to several 100. Contracts exist which should double or triple this number in 2006. The attached letters attest to the commercial success of the invention.

#### Copying and Failure of Others

The original prototype program began testing at the Time Warner Southwest Region around 1996. In 1997 Time Warner changed traffic and billing systems. This required a change of the prototype program. The Time Warner local IT department at this time asserted that they did not want a program written by a non-IT person to run on their network. The manager of the IT department, thus, hired a programmer to recreate the prototype. The instant inventor fully cooperated with the programmer on the features of the program. However, the record shows in this instance that when the switchover in traffic and billing systems was implemented, the programmer had been unable to create a working report program. The instant inventor,

however, had re-written the protocol. Time Warner went back to beta testing his program. Such is evidence that producing a successful system is not simplistic.

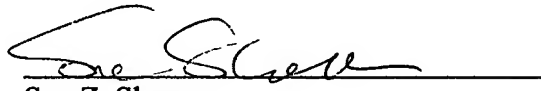
Upon information and belief at this time at least one competitor is beta testing a program it commissioned to be written that copies the instant invention.

Applicants have made a diligent effort to place the claims in condition for allowance. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Sue Z. Shaper, Applicants' Attorney at 713 550 5710 so that such issues may be resolved as expeditiously as possible.

For these reasons, and in view of the above amendments, this application is now considered to be in condition for allowance and such action is earnestly solicited.

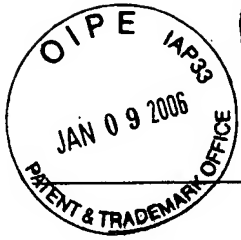
Respectfully Submitted,

1/9/6  
Date

  
Sue Z. Shaper  
Attorney/Agent for Applicant(s)  
Reg. No. 31663

Sue Z. Shaper  
1800 West Loop South, Suite 1450  
Houston, Texas 77027  
Tel. 713 550 5710

## LETTER EVIDINCING COMMERCIAL SUCCESS



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## Radio One of Texas, LP – Houston

24 Greenway Plaza, Suite 900, Houston, TX 770046 Phone: (713) 623-2108 Fax: (713) 629-0012

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October 14, 2005

TO WHOM IT MAY CONCERN:

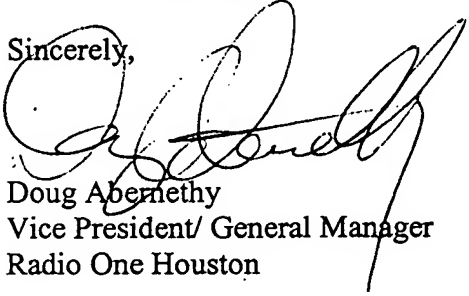
AirCheck has been a welcome addition to my sales organizations for the past three years. It is efficient, reliable and invisible, allowing our Traffic and Sales Assistants to focus on important, revenue related work instead of the mundane task of sending times to our advertisers.

AirCheck dependably, electronically or by fax, sends scheduled air times to selected clients and/or agencies, keeping our name in front of our customers – it even gives us the opportunity to add a daily promotional message touting our stations and sales specials.

Clients appreciate the reliability of having spot time information, and we feel this positively differentiates us from others in the market.

I would recommend AirCheck to any advertising sales organization, whether Radio, TV or Cable advertising.

Sincerely,



Doug Abernethy  
Vice President/ General Manager  
Radio One Houston



October 31, 2005

Lynne Galloway  
Rick Galloway  
Pickle Programs  
4759 Whispering Falls  
Houston, TX 77084-3137

Dear Lynne and Rick:

I would like to take this moment to thank you both for introducing the "Pickle Program" to our Houston market. This program has been a life savior not only to the sales assistants, but to the sales people. The program has allowed us to send out spot times to our clients the afternoon before it is scheduled to run. It also enables us to send out the times by fax and/or email to as many clients as we want, up to 10 different contracts, by entering the information in the system once. This includes the advertiser's name, contract number and flight date. I love this, because I can insert a start date and end date, and do not have to worry about that again until it expires.

Prior to using the "Pickles Program" which is what we like to call it, could take as long as 45 minutes to send out the daily times. Now, it takes just a couple of minutes and you are done. What I like best about this program is the email confirmation which is forwarded to my email address that list the advertisers' spot times so that I know exactly what they received.

It's hard to believe it has been nearly four years since your program was introduced to us. It has enable me to focus on projects that otherwise would have been given to someone else. In addition, I feel that I am more productive since this is a great example of "working smart" rather than "working hard".

Thanks for creating this software that has made it easier for me to do my job and be more productive in the workplace.

Sincerely,

A handwritten signature in cursive script that reads "Juliet Freddie".

Juliet Freddie  
Sales Assistant  
Cox Radio Houston (KLDE, KHPT, KKBQ, KTHT)  
Phone: 713-561-8002; Fax: 713-622-5457

**KHPT • KKBQ • KLDE • KTHT**

1990 Post Oak Blvd.

Suite 2300

Houston, TX 77056

T: 713.961.0093

F: 713.993.9300



April 16, 2003

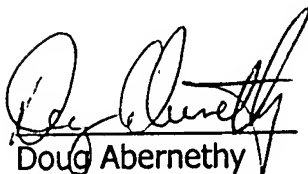
To who it may concern,

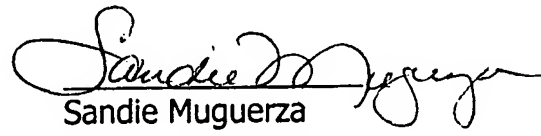
I would like to recommend a program that we have enjoyed for nearly a year now. The program sends out scheduled times by way of fax or email. The program is called AirCheck and is distributed by Pickle Programs.

Our sales assistants were burdened with the chore of pulling reports and faxing out the client's next day schedule. They no longer have to spend their valuable time in this manner. They are now able to enter each requesting clients information and the program does the rest!

Pickle Programs even modified the program to send out the times only after all four of my stations logs have been completed by the traffic department. We have received many favorable responses from clients who enjoyed the benefits of this program.

This program is valuable in keeping in contact with our advertisers and I recommend this program wholeheartedly. I will be happy to refer you to Pickle Programs or have them get in touch with you for more information on this timesaving program.

  
Doug Abernethy  
Director of Sales

  
Sandie Muguerza  
Sr. Sales Assistant



**TIME WARNER  
CABLE**

***Advertising Sales***

1900 Blue Crest Lane  
San Antonio, Texas 78247  
Tel 210-352-4545 • Fax 210-352-4540

August 20, 2001

Mr. Rick Galloway, Vice President  
Pickle Programs  
4759 Whispering Falls  
Houston, TX 77084-3137

Dear Rick:

As you know, Time Warner Cable Ad Sales--San Antonio has been using AirCheck to send daily times to our clients in 2001.

In addition to faxing or e-mailing times on a daily basis, we like the features that let us:

- Add a marketing message to each fax/e-mail. Currently, we are highlighting our new insertion on the Hallmark Channel.
- Compile run rate reports on a daily or monthly basis. With this report, we can judge how we perform vis-à-vis our goal of 98.5%.
- Send AEs e-mails confirming that air times were sent to their clients.

Time is at a premium in our business due to staffing, preparations for a new T&B system, and the last minute nature of some advertisers. But when we can get to it, we intend to use the daily run rate report by network to fine-tune network windows in our T&B system. That will minimize missed tones and increase revenue.

AirCheck, as we use it now, certainly saves us time by automating the daily chore of sending times to customers.

Cordially,

Laurie A. Murphy  
Director of Operations



11550 Fuqua  
Suite 200  
Houston, TX 77034  
Tel 281-922-7080  
Fax 281-922-7060



*Advertising Sales*

August 14, 2001

To Whom It May Concern,

The service that Rick Galloway has developed is very useful. Having an easy means of getting daily prescheduled airtimes to clients has been a challenge for many ad sales operations. Mr. Galloway has come up with a simple, yet effective solution. On a per customer basis, you can choose to have daily times sent directly to the advertiser via fax or the Internet. You can choose to do this by date range or the entire order.

This has been very useful for many obvious reasons. Some to mention include, less time being wasted by both traffic operators and AE's looking for daily times from the T&B system, AE's and customers rest more assured that their schedule is running, AE's and customers are alerted when nothing is scheduled, and in some cases, more revenue can be justified.

One case in particular comes to mind. We had a local client that was selling a product from direct response. We were able to track when orders were placed by using Mr. Galloway's technology. The client refined his schedule and increased his investment with us. Other similar stories also exist.

This is a product that we have been using with success for several years. I encourage other systems to use it or get something similar.

Best regards,



Sean Cantrell

L.S.M. Time Warner Communications  
11550 Fuqua #200  
Houston, TX 77034  
281 922 7080 #114

11550 Fuqua  
Suite 200  
Houston, TX 77034  
Tel 281-922-7080  
Fax 281-922-7060



*Advertising Sales*

08/14/01

To whom it may concern,

"Air Check" makes me a better sales person in several ways. First of all, it helps set me apart from the other media representatives in the market. Secondly, it helps cement new client relationships without having to call the client everyday. Another way "Air Check" makes me a better salesperson is that it allows me to spend more time selling to new clients.

"Air Check" puts me at a competitive advantage over other media representatives. All of my clients have a choice of where to place their advertising dollars. "Air Check" makes the client aware on a daily basis that he or she is advertising with me. This cements my relationship with the client and I don't even have to pick up the phone or get into my car and drive to the client. In some cases I can use "Air Check" as an opportunity to contact the client and share with him or her useful information about their airtimes. For example, "Did you know that you had a spot air in SportsCenter last night"

"Air Check" allows me to spend more of my time selling. I don't have to call my traffic operator everyday to have them print airtimes and fax them to the client manually. To me "Air Check" is a must have tool. I highly recommend "Air Check"

Sincerely,

A handwritten signature in black ink, appearing to read 'EHL'.

Eric H Lunsford

Account Executive